

ESTTA Tracking number: **ESTTA628592**

Filing date: **09/23/2014**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91216476
Party	Defendant Pismo Labs Technology Ltd
Correspondence Address	PISMO LABS TECHNOLOGY LTD 481 CASTLE PEAK ROAD, CHEUNG SHA WAN, A5, 5/F, HK SPINNERS BLDG, PHASE-6 KOWLOON HONG KONG, HONG KONG kennethy@peplink.com, ip@peplink.com
Submission	Motion to Amend/Amended Answer or Counterclaim
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Filer's e-mail	ip@peplink.com, kennethy@peplink.com
Signature	/Kenneth Yip/
Date	09/23/2014
Attachments	Motion_to_amend (2).pdf(1636785 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Trademark Application

Serial No.: 86/114,833

Filed: November 11, 2013

Trademark: **INCONTROL**

Opposer Atty. Docket No.: JAGW641OC

Applicant Docket No.: T0011US

Published in the Official Gazette on January 21, 2014

JAGUAR LAND ROVER LIMITED,)	
Opposer,)	Opposition No. 91216476
vs.)	
PISMO LABS TECHNOLOGY LTD.,)	
Applicant.)	

MOTION TO AMEND APPLICATION

VIA ELECTRONIC FILING
Commissioner for Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Sir/ Madam:

In response to the Notice of Opposition filed by Opposer on May 20, 2014, Applicant agrees to amend identification of goods of Trademark INCONTROL (86/114,833).

Goods and/or Services (current):

International Class: 009

Description

Broadband wireless equipment, namely, telecommunications base station equipment for cellular and fixed networking and communications applications; Communication software for providing access to the Internet; Communications software for connecting network devices; Computer software and hardware for managing and configuring network equipment; Computer software for accessing information directories that may be downloaded from the global computer network; Computer software for administration of computer local area networks; Computer software for managing and configuring network equipment that may be downloaded from a global computer network; Computers for network management; LAN (local area network) operating software; Network access server operating software; VPN (virtual private network) operating software; WAN (wide area network) operating software; Wireless controllers to monitor and control the functioning of other electronic devices

Goods and/or Services (proposed):

International Class: 009

Tracked Text Description

Broadband wireless equipment, namely, telecommunications base station equipment for cellular and fixed networking and communications applications; Communication software for providing access to the Internet; Communications software for connecting network devices; Computer software and hardware for managing and configuring network equipment; Computer software for accessing information directories that may be downloaded from the global computer network; Computer software for administration of computer local area networks; Computer software for managing and configuring network equipment that may be downloaded from a global computer network; Computers for network management; LAN (local area network) operating software; Network access server operating software; VPN (virtual private network) operating software; WAN (wide area network) operating software; Wireless controllers to monitor and control the functioning of other electronic devices, [ALL OF THE FOREGOING EXCLUDING FOR USE IN CONNECTION WITH MOTOR VEHICLES BUT INCLUDING GATEWAYS, ROUTERS AND COMPUTER CONTROL HARDWARE IN CONNECTION WITH MANAGING WIRELESS CONNECTIVITY IN MOTOR VEHICLES.](#)

Final Description

Broadband wireless equipment, namely, telecommunications base station equipment for

cellular and fixed networking and communications applications; Communication software for providing access to the Internet; Communications software for connecting network devices; Computer software and hardware for managing and configuring network equipment; Computer software for accessing information directories that may be downloaded from the global computer network; Computer software for administration of computer local area networks; Computer software for managing and configuring network equipment that may be downloaded from a global computer network; Computers for network management; LAN (local area network) operating software; Network access server operating software; VPN (virtual private network) operating software; WAN (wide area network) operating software; Wireless controllers to monitor and control the functioning of other electronic devices, ALL OF THE FOREGOING EXCLUDING FOR USE IN CONNECTION WITH MOTOR VEHICLES BUT INCLUDING GATEWAYS, ROUTERS AND COMPUTER CONTROL HARDWARE IN CONNECTION WITH MANAGING WIRELESS CONNECTIVITY IN MOTOR VEHICLES.

An Agreement established between the Applicant and the Opposer is attached herewith.

Respectfully submitted,

By: /Kenneth Yip/

Kenneth Yip
General Counsel for Applicant

Date: September 23, 2014

Pismo Labs Technology Ltd.

A5, 5/F,

HK Spinners Building, Phase 6,

481 Castle Peak Road, Cheung Sha Wan,

Kowloon, Hong Kong, China

Tel: (852) 2990 7691 Fax: (852) 3007 0588

Email: kennethy@peplink.com

AGREEMENT

This Agreement ("Agreement") is by and between Jaguar Land Rover Limited, having a principal place of business at Abbey Road, Whitley Coventry, United Kingdom CV3 4LF ("JLR"), and Pismo Labs Technology, Ltd., having a principal place of business at A5, 5/F, HK Spinners Building, Phase-6, 481 Castle Peak Road, Cheung Sha Wan Kowloon Hong Kong ("Pismo") (collectively, the "Parties").

WHEREAS, JLR is the owner of the trademarks INCONTROL, JAGUAR INCONTROL, and LAND ROVER INCONTROL, among others, for a wide range of goods and services (the "JLR Trademarks");

WHEREAS, Pismo has applied to register INCONTROL for "Broadband wireless equipment, namely, telecommunications base station equipment for cellular and fixed networking and communications applications; Communication software for providing access to the Internet; Communications software for connecting network devices; Computer software and hardware for managing and configuring network equipment; Computer software for accessing information directories that may be downloaded from the global computer network; Computer software for administration of computer local area networks; Computer software for managing and configuring network equipment that may be downloaded from a global computer network; Computers for network management; LAN (local area network) operating software; Network access server operating software; VPN (virtual private network) operating software; WAN (wide area network) operating software; Wireless controllers to monitor and control the functioning of other electronic devices" (the "Pismo Trademark") in the United States Patent and Trademark Office ("U.S.P.T.O."), Application Serial No. 86/114,833 (the "Application");

WHEREAS, JLR has filed an opposition proceeding against the Application in the U.S.P.T.O., Opposition No. 91216476 (the "Opposition");

WHEREAS, the Parties wish to resolve this matter under the terms below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Pismo acknowledges that JLR is the owner of the entire right, title, and interest in and to the JLR Trademarks in the United States and throughout the world for various goods and



services, and undertakes not to derive any rights from the use of the Pismo Trademark against the JLR Trademarks.

2. Within ten (10) days of its receipt of a fully executed copy of this Agreement, Pismo shall file documents with the U.S.P.T.O. to amend the identification of goods in the Application such that the amended identification of goods reads as follows: "Broadband wireless equipment, namely, telecommunications base station equipment for cellular and fixed networking and communications applications; Communication software for providing access to the Internet; Communications software for connecting network devices; Computer software and hardware for managing and configuring network equipment; Computer software for accessing information directories that may be downloaded from the global computer network; Computer software for administration of computer local area networks; Computer software for managing and configuring network equipment that may be downloaded from a global computer network; Computers for network management; LAN (local area network) operating software; Network access server operating software; VPN (virtual private network) operating software; WAN (wide area network) operating software; Wireless controllers to monitor and control the functioning of other electronic devices, all of the foregoing excluding for use in connection with motor vehicles but including gateways, routers and computer control hardware in connection with managing wireless connectivity in motor vehicles" (the "Amended Goods").

3. Pismo agrees that all other trademark applications and registrations for the Pismo Trademark or any mark that includes the component "INCONTROL," whether presently pending or filed in the future, shall be consistent with the Amended Goods.

4. Pismo will not use the Pismo Trademark in connection with any goods or services other than the Amended Goods.

5. Pismo will not adopt any other trademarks in the future that are likely to cause confusion with the JLR Trademarks.

6. Pismo will not file any other applications to register the Pismo Trademark or any other trademark that contains or includes or that is likely to be confused with the JLR Trademarks.

7. JLR will not oppose, seek to cancel, or otherwise object to Pismo's use and registration of the Pismo Trademark for the Amended Goods, provided that Pismo complies with the terms of this Agreement. Notwithstanding the foregoing, JLR does not waive its rights to

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challenge Pismo's rights in the Pismo Trademark on the grounds of abandonment and/or non-use.

8. The Parties agree to suspend the Opposition until such time as the Amendment has been accepted and entered by the U.S.P.T.O. and Pismo has provided JLR's counsel with written notice thereof. Provided the U.S.P.T.O. accepts the Amendment and Pismo otherwise complies with the terms hereof, upon receipt of said written notice, JLR shall withdraw the Opposition with Pismo's written consent.

9. JLR reserves its right to object to Pismo's use or registration of the Pismo Trademark for goods or services other than the Amended Goods.

10. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective successors-in-interest, related companies, parents, subsidiaries, assigns, and licensees, as long as the marks are not abandoned by either Party.

11. Any individual signing this Agreement on behalf of any party represents and warrants that he or she has full authority to do so.

12. This Agreement shall be enforceable upon the exchange of facsimile signatures and shall be effective on the date of the last signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized agents.

JAGUAR LAND ROVER LIMITED

PISMO LABS TECHNOLOGY, LTD.

By: [Signature]

By: [Signature]

Name: Annalisa Corrales

Name: Kenneth Yip

Title: Authorized Representative

Title: General Counsel

Dated: Sept 8, 2014

Dated: Sept 22, 2014

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing MOTION TO AMEND APPLICATION and AGREEMENT is served on September 23, 2014, by electronic mail to:

BROOKS KUSHMAN P.C.
1000 Town Center, 22nd Floor
Southfield, MI 48075

Courtesy Copy via Email: rlederman@brookskushman.com; jziegler@brookskushman.com

Attorneys/Agents for Opposer

By: /Kenneth Yip/

Kenneth Yip
General Counsel for Applicant